

Carolyn G. Goodman, Mayor (At-Large)
Stavros S. Anthony, Mayor Pro Tem (Ward 4)
Brian Knudsen (Ward 1)
Victoria Seaman (Ward 2)
Olivia Diaz (Ward 3)
Cedric Crear (Ward 5)
Michele Fiore (Ward 6)



City Manager Jorge Cervantes
City Attorney Bryan K. Scott
City Clerk LuAnn D. Holmes

City Council Agenda

Council Chambers · 495 South Main Street · Phone 702-229-6011
City of Las Vegas Internet Address: www.lasvegasnevada.gov

April 7, 2021
9:00 AM

8. For possible action to approve an Intergovernmental Agreement between the City of Las Vegas and the Las Vegas Paiute Tribe for development opportunities in the northwest area of Las Vegas - All Wards

Motion made by Stavros Anthony to Approve the Consent Agenda except Item(s) None

NOTE: MAYOR GOODMAN announced that the correct Wards for Item 11 are 1 (Knudsen), 2 (Seaman) and 3 (Diaz). Additionally, COUNCILMAN KNUDSEN disclosed for Item 28 that although DORIAN STONEBARGER, who is his Special Assistant to the City Council, is married to DEREK STONEBARGER, one of the licensees, he will vote as it has no material impact on him.

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Victoria Seaman, Cedric Crear, Stavros Anthony, Carolyn Goodman, Michele Fiore, Brian Knudsen, Olivia Diaz;

Minutes:

For Item 23, COUNCILMAN ANTHONY announced his gratitude to the Southern Nevada Law Enforcement Memorial Foundation, specifically GREG LANGLEY, for the \$25,000 donation to fund improvements to Police Memorial Park to ensure that those who have died in the line of duty are appropriately recognized.



AGENDA SUMMARY PAGE
City Council
Meeting of: April 7, 2021

Agenda Item No.:
8

DEPARTMENT: City Manager
DIRECTOR: Jorge Cervantes

CONSENT

SUBJECT:
ADMINISTRATIVE:

For possible action to approve an Intergovernmental Agreement between the City of Las Vegas and the Las Vegas Paiute Tribe for development opportunities in the northwest area of Las Vegas - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
City of Las Vegas staff have been meeting with staff for the Las Vegas Paiute Tribal Council to prepare an Intergovernmental Agreement concerning development opportunities in areas north of Moccasin along the U.S 95 corridor east to North Durango Drive. The Intergovernmental Agreement establishes standards for development on lands adjacent to the Las Vegas Paiute Tribal lands, provides for coordination of infrastructure development supporting Tribal and City development, and outlines opportunities to partner on projects that will grow and diversify the economy and create employment opportunities.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made by and between the LAS VEGAS PAIUTE TRIBE, a federally recognized Indian Tribe (the "Paiute Tribe") and CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"). The Paiute Tribe and the City are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the date signed by the Paiute Tribe and the City whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of the date signed by the first party (the "Effective Date").

RECITALS

WHEREAS, the Indian Reorganization Act of June 18, 1934, in conjunction with the Las Vegas Paiute Tribal Constitution, approved on July 22, 1970, recognized the Tribe as a sovereign nation; and

WHEREAS, the City is a municipal corporation of the State of Nevada; and

WHEREAS, the Parties desire to enter in to this Agreement in further of their government-to-government relationship, and to the overall mutual benefit of the Paiute Tribe, the City and their respective constituencies; and

WHEREAS, through an Act of Congress in 1983, approximately four-thousand (4,000) acres came into Paiute Tribe's possession at the Snow Mountain Reservation (the "Snow Mountain Reservation") and located approximately eighteen (18) miles northwest of the original reservation settlement in downtown Las Vegas; and

WHEREAS, the Paiute Tribe has pursued economic development activity at the Snow Mountain Reservation through construction of a world-class golf courses, resort development, and related activities; and

WHEREAS, the Snow Mountain Reservation includes approximately one-thousand acres adjacent to Moccasin Road both east and west of US-95 that the Paiute Tribe desires to utilize for economic development; and

WHEREAS, the City has requested the U.S. Department of Interior, acting through the Bureau of Land Management (the "BLM") conduct a direct, non-competitive sale of approximately six-hundred and thirty three (633) acres of BLM controlled public lands located north of the Snow Mountain Reservation (the "BLM 633 Acres"); and

WHEREAS, in addition to the 633 Acres, the BLM holds in trust for the public approximately three-thousand two hundred (3,200) acres north of the Snow Mountain Reservation (the "BLM 3,200 Acres"); and

WHEREAS, the City requested BLM conduct a direct, non-competitive sale of approximately nine-hundred and thirty three (933) acres of BLM controlled public lands located southeast of the Snow Mountain Reservation (the "Upper Las Vegas Wash") ("Direct Sale N-93312"); and

WHEREAS, the City partnered with Olympia Companies as a development partner for the Upper Las Vegas Wash, and the City and Olympia are conducting on-going master planning operations for the Upper Las Vegas Wash; and

WHEREAS, the City desires to construct a freeway interchange between US-95 and the future Sheep Mountain Parkway on the Snow Mountain Reservation (the "City Interchange"); and

WHEREAS, the City desires to support NV Energy's Green Link West, a transmission and renewable energy initiative that will transform Nevada's clean energy landscape, create thousands of jobs, promote economic development and position the City to achieve its environmental and carbon reduction goals, and

WHEREAS, the Paiute Tribe and the City now desire to enter this Agreement to facilitate the Parties mutual interests in protecting and developing the Paiute Tribal and public lands in the best interests of the Paiute Tribe and the residents of Southern Nevada; and

WHEREAS, the aforementioned lands are depicted on Exhibit A.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1

CONVEYANCE OF LAND NORTH OF THE SNOW MOUNTAIN RESERVATION

1.1. CONVEYANCE OF LAND NORTH OF THE SNOW MOUNTAIN RESERVATION. The City will support efforts with the Nevada Congressional Delegation and other federal officials and agencies to include the lands to the north of the existing Snow Mountain Reservation into the Snow Mountain Reservation, including the BLM 633 Acres and the BLM 3,200 Acres whether through legislation or other appropriate federal actions. The Tribe and City acknowledge that the expansion of the Snow Mountain Reservation to mitigate development of the lands referenced in this Agreement is required for the Tribe's support for its implementation.

ARTICLE 2

LEASE OF A PORTION OF SNOW MOUNTAIN RESERVATION FOR ECONOMIC DEVELOPMENT

2.1. LEASE OF A PORTION OF SNOW MOUNTAIN RESERVATION FOR ECONOMIC DEVELOPMENT. The City will lease a portion of approximately one-thousand (1,000) acres of the Snow Mountain Reservation for an economic development and job creation zone (the "Job Creation Zone") as depicted on Exhibit A attached hereto. The Parties covenant to negotiate in good faith the terms of the lease and related public services, infrastructure, and development projects for the Job Creation Zone subject to all pertinent federal laws and regulations utilized by the Bureau of Indian Affairs (the "BIA") in exercising its federal trust obligation on behalf of the Paiute Tribe. Aside from the Nevada Congressional Delegation, the Tribe's first and best protection against unacceptable (and legally challengeable) actions by non-tribal entities lies within the BIA regulations.

2.1. LEASE OF A PORTION OF SNOW MOUNTAIN RESERVATION FOR ECONOMIC DEVELOPMENT. The City will lease a portion of approximately one-thousand (1,000) acres of the Snow Mountain Reservation for an economic development and job creation zone (the "Job Creation Zone") as depicted on Exhibit A attached hereto. The Parties covenant to negotiate in good faith the terms of the lease and related public services, infrastructure, and development projects for the Job Creation Zone.

ARTICLE 3
CONSTRUCTION OF INTERCHANGE AT US-95 AND SHEEP MOUNTAIN PARKWAY

3.1. CONSTRUCTION OF INTERCHANGE AT US-95 AND SHEEP MOUNTAIN PARKWAY. The Parties acknowledge that the Interchange has the potential to impact the view shed from the Snow Mountain Reservation to the lands to the west that are culturally significant to the Paiute Tribe. In order to minimize these impacts, the City will use reasonable efforts to develop an Interchange design that keeps as much of the Interchange at or below-grade as may be feasible. For those portions of the Interchange that must be designed above-grade to meet necessary traffic operations, City will incorporate landscape and aesthetic treatments to reduce the visual impacts on the adjacent Paiute property. Additionally, the Interchange will include an extension through the Snow Mountain Reservation to the Upper Las Vegas Wash.

The design and aesthetic treatments shall incorporate Native American and Paiute symbolism consistent with the existing interchange on the reservation at U.S. Highway 95. Final approval of the Interchange will be subject to review and concurrence by the Paiute Tribe and compliance with applicable federal laws and BIA regulatory requirements.

ARTICLE 4
DEVELOPMENT OF THE UPPER LAS VEGAS WASH

4.1. DEVELOPMENT OF THE UPPER LAS VEGAS WASH. The development of the Upper Las Vegas Wash is intended to provide economic development, residential housing, and other related uses of the property. In order to protect the adjacent Snow Mountain Reservation from impacts of the development of the Upper Las Vegas Wash, the Parties agree as follows:

A. A two-hundred (200) feet buffer adjacent to the Snow Mountain Reservation east perimeter. The buffer is to include rolling berms and landscaping to transition between the Snow Mountain Reservation golf course use and the developed Upper Las Vegas Wash. The landscaping is to be visually appealing, and reflective of the natural desert landscape and complimentary to the landscaping of the Snow Mountain Reservation and the Upper Las Vegas Wash development.

B. A fifty (50) feet buffer adjacent to the Snow Mountain Reservation south perimeter course. The landscaping is to be visually appealing, and reflective of the natural desert landscape and complimentary to the landscaping of the Snow Mountain Reservation and the Upper Las Vegas Wash development.

C. The Upper Las Vegas Wash development shall include approximately ten-thousand (10,000) square feet residential lots adjacent to Snow Mountain Reservation (the "Tribal Land Adjacent Lots"). Residential structures on the Tribal Land Adjacent Lots pad shall be limited to thirty (30) feet in height above the existing ground on the easterly edge of the Snow Mountain Reservation that is directly west of each Tribal Land Adjacent Lot (the "Sight Line Plane"), and building heights may be increased further to the east; however, the Sight Line Plane established on the Tribal Land Adjacent Lots shall be maintained on the BLM 633 acres as future development is constructed in order to create a consistent Sight Line Plane as the topography of both the Snow Mountain Reservation and the BLM 633 acres decreases in a south and easterly directly (i.e. as topography falls away, building heights can increase so long as the Sight Line Plane established by the Tribal Land Adjacent Lots is not impeded), as depicted on Exhibit B attached hereto and incorporated herein by this reference.

ARTICLE 5
RENEWABLE ENERGY CORRIDOR

5.1. RENEWAL ENERGY CORRIDOR. The Parties agree to coordinate with NV Energy to make available property necessary to develop Greenlink West, a one-hundred thirty (130) feet renewable energy corridor adjacent to the Moccasin Road alignment from the Nevada Energy Northwest Substation to the east boundary of the Snow Mountain Reservation. Greenlink West is legally described as the south one-hundred thirty (130) feet of the Southeast Quarter (SE1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 36, Township 18 South, Range 59 East, M.D.M.

ARTICLE 6
MISCELLANEOUS

6.1. MISCELLANEOUS.

A. Force Majeure. In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, unusually severe weather, labor dispute, epidemic, pandemic, government imposed quarantine restrictions, other governmental regulations (other than existing applications of existing regulations of which the Parties could reasonably be expected to be aware on the date hereof), or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

B. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

C. Federal Application. Upon execution by the parties, this Agreement shall be submitted to the BLM and included as part of the BLM's determination and final approval of the release of the public lands referenced herein. This Agreement shall also be subject to all relevant laws and regulations utilized by the BIA in exercising its federal trust obligations on behalf of the Las Vegas Paiute Tribe.

D. Notice. All notices required or permitted under this Agreement shall be given in writing and shall be validly given only if (a) received by the party to whom it was directed by hand delivery or personal service; or (b) deposited with the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed to the party to be notified at the address for such party, (c) deposited with a nationally recognized courier service such as FedEx, keeping records of deliveries and attempted deliveries and addressed to the party to be notified at the address for such Party; or (d) an electronic record sent to the email address of the recipient stated in this Section. Service by mail or courier shall be conclusively deemed made upon receipt or on the first business day delivery is attempted. Email notices shall be effective when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to City: ATTN: City Manager
 495 S. Main Street, 7th Floor
 Las Vegas, NV 89101
 (702) 229-2474

with copy to:

ATTN: City Attorney
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
(702) 229-6629

If to Paiute
Tribe:

ATTN: Chairman
Paiute Tribal Council
1 Paiute Drive
Las Vegas, NV 89106
(702) 386-3926
contact@lvpaiute.com

with copy to:

ATTN: David Colvin
Tribal Counsel
1 Paiute Drive
Las Vegas, NV 89106
(702) 386-3926

DColvin@lvpaiute.com

E. Counterparts. This Agreement may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

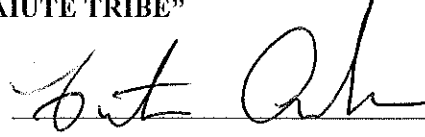
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INTERGOVERNMENTAL AGREEMENT

Signature Page

LAS VEGAS PAIUTE TRIBE

"PAIUTE TRIBE"

By: 

Printed Name: Curtis Anderson

Title: Chairman

Date of Tribe Approval: 3/29/2021

CITY OF LAS VEGAS

"CITY"

By: _____

Carolyn G. Goodman, Mayor

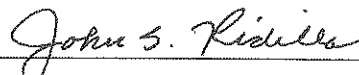
Date of City Council Approval: _____

Attest:

By: _____

LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

By:  3/29/21

John S. Ridilla
Chief Deputy City Attorney

Date

EXHIBIT A

VICINITY MAP

[SEE ATTACHED]

SHEEP MOUNTAIN PARKWAY / US-95 INTERCHANGE ALTERNATIVE D RECOMMENDED FOR FURTHER STUDY

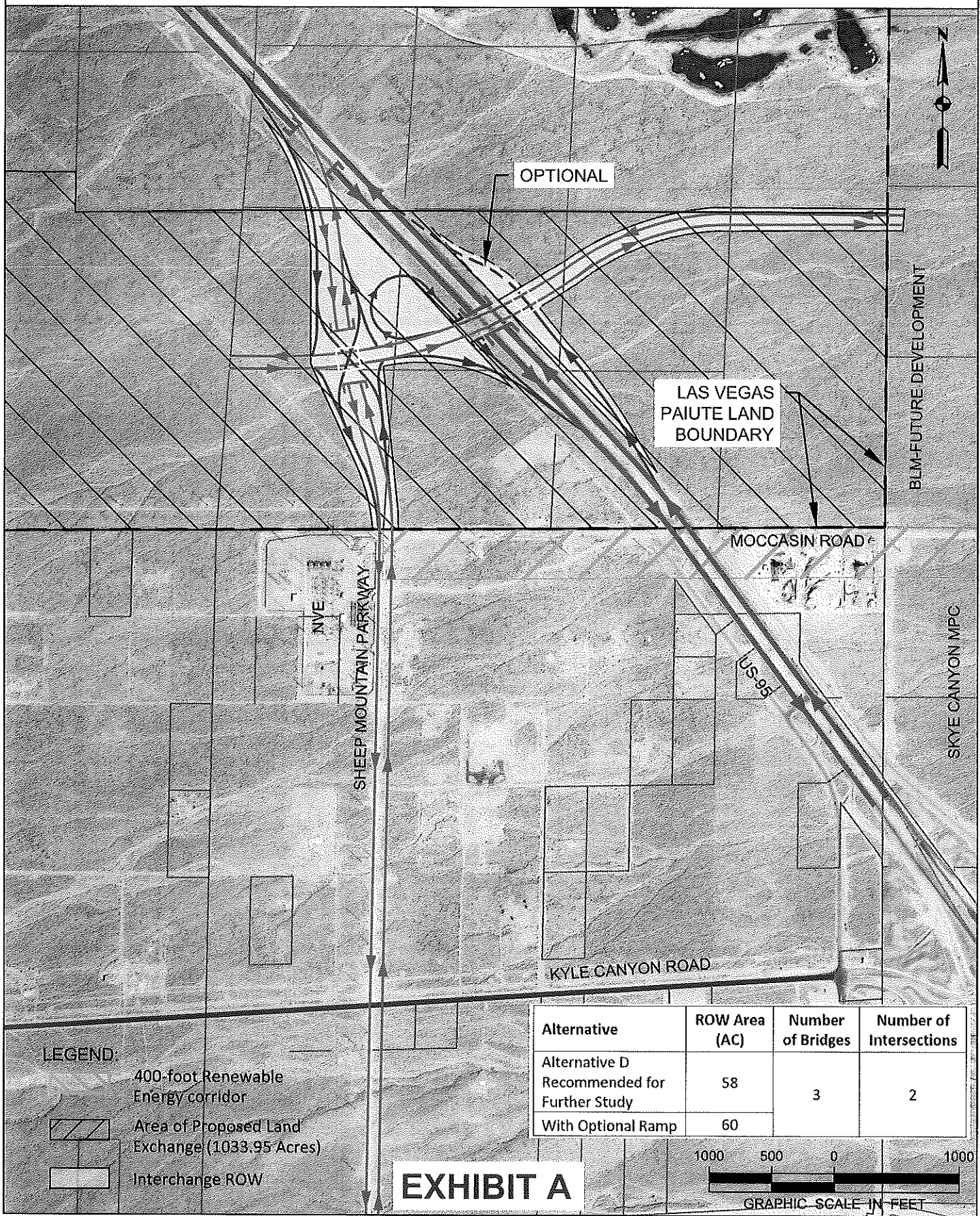


EXHIBIT B

BUILDING HEIGHT RESTRICTIONS

[SEE ATTACHED]

City of Las Vegas

Upper
Las Vegas
Wash
Development

No more than 30 feet above existing grade

Kyle Canyon Rd.

N Durango Dr

U.S. 95

**Paute
Reservation**

PRINTED: 12/1/82

1288 Indiana Ave., Suite 1000
Chicago, Illinois 60606
Tel. (312) 467-1000
Telex: 250000
Fax: (312) 467-1000

Geographic Information System

Planning & Development Group
April 1982

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Maximum
Height

Las Vegas
Paiute
Tribal Lands
Boundary

30'

Las Vegas
Paiute
Tribal
Boundary

Existing
Grade

Upper
Las Vegas
Wash
Development

